

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CALDER SEACARRIER CORP.,

Plaintiff,

07 CV 6520 (LAK)

- against -

VIKING MARINE S.A. and SINORICHES GLOBAL  
LTD. a/k/a SGL SHIPPING LIMITED,

Defendants.  
-----X

This is the paginated bundle, exhibit "KS 2" referred to in the declaration of  
KISHORE SHARMA herein dated 4<sup>th</sup> January 2008

Signed 

KISHORE SHARMA

At 72 Leonard Street, London, EC2A 4QX, United Kingdom, this 4<sup>th</sup> day of  
January 2008

From: anchorchart.ge@campostano.com  
To: calder@otenet.gr  
Subject: MV VERA - ABT 35000 MTS - 1/3 CHINA/SPORE RGE TO  
CC: <No CC specified>  
Date: Wed, 06 Jun 2007 17:52:49 +0200

TO: CALDER

FM: ANCHOR CHARTERING GENOA  
Ponte Somalia Ponente, 16149 Genoa Sampierdarena - Italy phone (0039) 010659851  
fax (0039) 010 6458465  
intranet fax (0039) 010 4694610  
E-mail : anchorchart.ge(at)campostano.com website : [www.campostano.com](http://www.campostano.com) for privacy  
informative report pls consult our web site [www.campostano.com/english/privacy.htm](http://www.campostano.com/english/privacy.htm)

GD AFT

GEORGE/GIANCARLO

RE: MV VERA - ABT 35000 MTS - 1/3 CHINA/SPORE RGE TO DISCH  
1/3 MED - A/C CALDER - CP DTD 06/06/07  
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PLS NOTE HEREUNDER REVISED AND CORRECT RECAP AS FOLLOWS:

FIXTURE CONFIRMATION  
=====

1)- A/C CALDER SEACARRIER CORP.-  
OPERATIONL OFFICE, NAME OF THE PIC:  
CALDER SEACARRIER CORP.  
108 VAS. PAULOU STR.  
ATHENS - GREECE  
PIC: CAPT PANOU

CALDER SEACARRIER CORP.  
=====

THE COMPANY HAS BEEN OPERATING SINCE HER ESTABLISHMENT IN 1992  
TRANSPORTING CARGOES OF MAINLY STEEL PRODS/GENERALS AND MINERALS FROM  
FEAST TO MED AND VICE VERSA.

PLS FIND BELOW CHRTS RECENT FIXTURES ALONG WITH CONTACT NUMBERS:

SEAPRIDE MARITIME PIRAEUS  
TEL: +30210 4186485  
ATT:MR.PAUL SOUKARAS  
(MV NOVA)

J. NIU & CO. TAIPEI  
TEL: +88622305 4233  
ATT:MR.JACK NIU  
(MV DUCKY SINCERE)

LINK SHIPPING, HAMBURG  
TEL: +49 4106 71288  
ATT:MR.DIETER LINK  
(MV ABEER)

BULK ATLANTIC INC  
TEL: 0090-212-358 38 17  
ATT:MR.SERHAT  
(MV AYYILDIZ 5)

MV DUCKY SINCERE 17,000 TNER MPP  
MV NOVA 6,000 TNER RO/RO  
MV ABEER 12,000 TNER MPP  
MV AYYILDIZ 5 17,000 TNER SDBC

MV VERA:  
MV VERA (EX ERA)

=====

BC , BLT ON OCT 77 JAPAN , DWT 38,931 MTS AT 11,40 MTRS SUMMER DRFT , PANAMA  
FLAG ,  
LOA:185,363 M , LBPP: 175,00 MTRS , BREADTH: 27,80 M , DEPTH: 16,20 M , GRT/NRT  
:23,353/12,683 , 4 CRNS X 15 SWL TS , 5 HO/HA , HA COVERS "ERMANS STEEL ROLLING"  
 , TPC:45,7 , MAIN ENGINE :6RND68-ULZER , GRAIN/BALE :48.563 / 47.544 CBM , SUEZ  
GRT/NRT : 4022.43/20304.58 PANAMA GRT/NRT : 25006/18764 , CO2 FITTED, ADA WOG .

HOLDS CUBIC BREAKDOWN  
GRAIN M3 BALE M3

1	8442	8244
2	10056	9848
3	10210	9981
4	10045	9837
5	9810	9634
TOTAL	48563	47544

GRAIN / BALE IN CBFT : 1,714.990/1,679.000

NO CARGO BATTENS FITTED

NO ELECTRIC VENTILATION

CO2 FITTED

SUEZ/PANAMA FITTED

AUSSIE HOLD LADDER FITTED

ABOUT 11 KNOTS ON ABOUT 29 MT LADEN / 27 MT BALLAST IN GOOD WEATHER  
AND SMOOTH SEAS PLUS 2,4 MT MDO

CALL SIGN :9HFP6

- VSL'S CONTACT DETAILS ASF:  
MASTER'S NAME : PANFILOV YURIY AFANASIEVICH  
TELEX: 00581 435792910 /435792911  
PHONE/FAX: 00870 764 6081 48/ 00870 764 6081 50  
E-MAIL: VERA@SKYFILE.COM

- LAST DD 04/02/05  
- LAST SS 05/11/02

DIMS OF HATCHES:

H/1 - 15.07 X 11.20 M  
H/2,3,4,5 - 16.80 X 14.40 M

DIMS OF HOLDS:

H/1=LENGTH 25,34m  
=BRDTH F/17,60-21,20m  
=BRDTH A/26,95m  
H/2=LENGTH/BREATH (L/B): 27,20/26,95m  
H/3=L/B: 26,40/26,95m  
H/4=L/B: 27,20/26,95m  
H/5=L:27,20m  
=BRGDTH F/26,95m  
=BRGDTH A/22,75-26,75m

HOLDS HEIGHT : UP TO COMINGS - 13.91 M  
UP TO HATCH COVERS - 18.45 M

TANKTOP CLEAR DEMENTIONS:

H/1=L/24,65m  
=BREATH F/A 10,00/20,80m  
H/2=L/B 25,80/20,80m  
H/3=L/B 25,30/20,80m  
H/4=L/B 25,80/20,80m  
H/5=L/26,50m  
=BREATH F/20,80m  
=BREATH M/19,60m (In distance of 14,4M fm fore bulkhead-frame NR 54)  
=BREATH A/14,40m

STRENGTH:

=MAIN DECK 1,8 t/sq.m, no cargo allowed to put on top of the hatches.  
=H/1 20,0 t/sq.m  
=H/2 N 4 16,80 t/sq.m  
=H/3 21,0 t/sq.m  
=H/5 17,7 t/sq.m

DISTANCE FM WL TO H/COAMINGS N AIR DRAFT:

=IN BALLAST (INCL IN HOLD 3) WITH DRAFT F/A 6,80/7,10m  
H/1 11,47m; H/5 11,21m A/DRAFT 39,77m  
=IN BALLAST (W/O HOLD 3) WITH DRAFT F/A 4,06/6,27m  
H/1 14,02m; H/5 12,56m A/DRAFT 40,59m

=FULLY LOADED WITH DRAFT F/A 11,11/11,76m  
H/1 7,13m; H/5 6,71m A/DRAFT 35,48m

ORIGINAL OWNERS:"VIKING MARINE SA"  
MANAGERS/OPERATORS:PRIAMOS MARITIME SA  
H+M:"INGOSTRAKH" , USD 4 MILL  
P+I :ingosstrach moscow  
CLASS:R.R.S  
IMO NR. 7533109  
MMSI NR. 357 929 000

Cranes outreach abt 8,7 mtrs

LAST 4 CGOES: BGD RICE KAKINADA-W.AFRICA/ ACC NOVEL BLK SUGAR ACC CARGILL SANTOS/TUAPSE, BLK WHT NOVO/LIBIYA ACC ASTON, BLK FERTS ANNABA/F.EAST ACC GETAX CERTS BY FAX WILL FOLL.

02. 1/3 SPS IN CHOP, CHINA/SPORE RANGE, IN LOGICAL GEO ROT.- AAAA BENDS

INTENDED LOADPORTS: SHANGHAI, HUANGPU, ZHANJIANG

03. 1/3 SPS IN CHOP, MED IN LOGICAL GEO ROT.

INTENDED DISPORTS: DAMIETTA, TUNIS, CAGLIARI

LOGICAL GEOGRAPHICAL ROTATION MEANS THE GEOGRAPHICAL ROTATION IN ACCORDANCE WITH GOOD SEAMANSHIP ROUTE

INDEPENDENTLY FM ABOVE OUTLINED DISTRIBUTION OF LOAD-DISCH PORTS CHRS HV THE RIGHT TO CALL UNDER THIS C/P TO A TTL OF 7 PORTS, SPLITTED IN CHRS OPTION. CHRTRS HAVE NOMINAT ALL DISCH PORTS LATEST W/I 3 DAYS AFTER COMPLETION OF THE LOADING.

04. 1/2 SBS(S) S.A., AA AA AT EACH PORT, SHIFTING EXP CHRS ACCT , TIME TO COUNT AS LAYTIME

- CHRS TO NOMINATE ALL DISCH PORTS LATEST WI 3 DAYS AFTER COMPLETION OF THE LOADING

05. UP TO FULL AND COMPLETE CGO OF LAWFULL

GENS/FOODSTUFF/MINS/STEELS. OWS GUARANTEE 37.000 MTONS DWCC AND CBC CAPACITY OF 1,714.990/1,679.000 CUFT GRAIN/BALE IN CLEAR

UNOBSTRUCTED HOLDS SUITABLE FOR GRABS DISCHARGE. DECK CGO AT CHOPT

INTENDED CARGOES B/D AS FOLLOWS:

- 15,000 MTS STEEL COILS
- 14,000 MTS PIPES AND DEBARS
- 6,000 MTS MACHINERY AND EQUIPMENT

06. LAYCAN 12/18 JUNE 2007 BSS N.CHINA

07. 25 TTL WWDS OF 24 CONSEC HRS AT BE

TIME FM FRI 5 PM OR 5 PM PREHOLIDAYS TILL 8 AM MON OR 8 AM NEXT W.D.

NOT TO COUNT AS LAYTIME E.I.U. EXCEPT FOR

- EGYPT /TUNISIA THU 1700/SAT 0800 NTC EIU

08. TIME COUNTING AT 1ST LP/1ST DISP 2PM/8AM W.W.W.W. TIME COUNTING

AT ALL EXTRA PORTS IMMPLY ON VSLS ARRIVAL IF DURING ORDINARY WORKING HRS, OTHERWISE FROM FIRST OFFICIAL RESUMPTION OF WORK AFTER ARRIVAL (UNLESS VSL ON DEM WHICH CASE TIME COUNTING IMMPLY ON ARRIVAL), W.W.W.W.

09. FREIGHT USD 2,622,500

FREIGHT AS ABOVE LUMPSUM FIOST L-S-D FREE OF ALL ORDINARY PORTS DISBURSEMENT AT BOTH ENDS.

FRT PAYABLE 95 PCT, LESS ADC N BROKERAGE , WI 5 EUROPEAN BANKING DS FM COMPL OF LOADING S/R B/Ls MARKED 'FRT PAYABLE AS X C/P' AT EACH PORT PROPORTIONALLY FOR THE QTY LOADED AT THAT PORT.

IF 'FRT PREAPID' B/L'S REQUIRED THEN SAME TO REMAIN UNDER AGNETS CUSTODY AND TO BE RELEASED ON CHRS BANK WRITTEN CONFIRMATION TT FRT HAS BEEN PAID TO OWS.

BALANCE + DEM/-DESPATCH TO BE SETTLED W/ 20 DAYS AFTER COMPLETION DISCH LAST DISCH PORT AND RCPT OF OWS FINAL FREIGHT ACC, SOF T/S AND NOR OF ALL PORTS, FAX COPIES ARE ACCEPTABLE.

10. DEMURRAGE USD 16.000 PDPR/HDWTSBE.

11. ANY TAXES/DUES/WHARFAGES ON CGO/FRT TO BE FOR CHRS ACCT.

12. FREE EXTRA INSURANCE OWING TO VSLS AGE

13. RIVER TOLLS/COMPULSORY PILOTS, PERTINENT TO ACCESS-DEPARTURE LOAD/DISCH TO BE FOR CHRS ACCT, THOSE PERTINENT TO NAVIGATION (FOR EXAMPLE SUEZ CANAL) TO BE FOR OWS ACCT.

14. CHABE (FREE D/A B.E

15. GENCON C/P BASED CHRS PROFORMA SUB DETS 2,50 PCT ADC TO CHARTERERS PLUS 1,25 ANCHOR TO BE DEDUCTED FROM FRT CHRS HAVE TO INSURE THE CARGO WITH THE FIRST CLASS INS COMPANY AND ALL THE CARGO CLAIMS (IF ANY) WILL BE SETTLED DIRECTLY BETWEEN THE CHRTRS AND OWNERS INSURANCE COMPANIES. SUB DETS

ADDITIONAL:

A) DECK CARGO : CHRS RISK AND EXPENSE AND SAME TO BE INSERTED INTO BSL.

DECK CARGO. HATCH COVERS IS A COMBINATION OF THE STEEL PONTOONS CONNECTED BY THE RUBBER. THE STRENGTH OF THEM A MIN - 0,20 MT ONN SQ/M DECK CARGO TO BE LOADED UPTO PERMISSIBLE STRENGTH.

OWS CONFIRM THAT THE SLIDES ON THE MAIN DECK ARE FREE OF ANY OBSTACLES,

===== FRAMES ETC ...AND THAT SUCH SPACE IS CLEAR/FREE. =====

- OWISE AS PER CHRS CP PROFORMA MV ABEER S WITH LOGICAL AMMENDEMENTS A/O ALTERATIONS AS PER MAIN TERMS PLUS:

- Cl. 7 War Risk '93: to be reinstated

- Cl.20 on first line insert : ....for freight, deadfreight ,demurrage

also on last line insert : ....and after payment of freight, deadfreight and demurrage.

- Cl. 22 3rd para 3rdline insert : WWW/WW last para insert : ....cargo stowed, trimmed, lashed , secured and dunnaged....

- Cl. 23 to read:

on arrival at 1st loading port ows warrant vsi's holds to be watertight, clean and dry, washed and free of smell and obstacles and in every respect suitable and fit and ready to load the cargo,

failing which time not to count or to count prorata to number of holds rejected and restart immediately after failed holds are passed again. n.o.r validity will not be subject of holds rejection with initial n.o.r. tendered to be still in force.

n.o.r. to be tendered on arrival at 1st loading port and to be valid thruout. in the event of dispute an independent qualified surveyor to be appointed, costs of same to be equally shared between owners and the charterers/shippers. hose test on vsi's hatchcovers to be carried out if required by the shippers and cost of same to be for chrts' acc.

- Cl. 25 to be add at the end

8th line and this refer to loading of steel cargo. if broken and/or missing bands will make the cargo loose same to be fixed/replaced by the shippers prior sailing.

to add : no liner or through bs/l to be issued

bs/l to be always Congenbill 1994 edition

bs/l to have the remark : " All terms and conditions , liberties and exceptions of the Charterparty dated .... , including the English Law and arbitration Clause are herewith incorporated."

if other form than congebill then same sub to ows approval which not to be unreasonably been withheld.

- Cl. 26

pls refer to cl 25 which is clearly stating 'master has the right to reject prior loading on board clearly damaged cargo and shippers to replace same with sound one' , so no need for ows additional wording for the same issue.

cl 26 refers to he dispute if asny at loadport to be settled between vsi's pandi club and chrts surveyor

- Cl. 27

ows ref re master's approval refer to forklift trucks and same to be inserted after .....mechanical apparatus...

- Cl. 29

3rd line to add : .. supply running gears , gins, blocks, fall and runners as available on board....

- Cl. 30

2nd para 1st line to add : Any lashing/securing/dunnage.....

- Cl. 31

to delete : Owners to be responsible .....(till)....of any change in ship's position.

- Cl. 34

2nd line to adjust : 7/5 days notice

- Cl. 35 to remain as per chrs cp proforma

- Cl. 39

to add : Any Compulsory tally as customary in loading and discharging ports to be for charterers account.

- Cl. 42

to add : LOI in Owners wording signed by Charterers and countersigned by receivers chrs to provide full descr of the first parcel well prior arrival 1st lport. for the next parcel(s)/second lport well prior completion of the

2nd

1 port & for the 3rd lport /cgo if any well prior compl loading at 2nd lport.

Also to add the foll :

- Charterers have no right to sublet the vsl.

- No "Minermet" cargoes as Charterers or Shippers to be loaded on board

- Charterers to provide full description of the cargo for each loading and discharging port(s) respectively.

- Cargo to be separated according to bs/l issued in Charterers time and expenses.

- additional clause:

1)

providing of cargo description.

since charterers cannot supply same on lifting the subs owners the foll addit cl:

"

owners to be released from any responsibility if the cargo stowage plan will not be prepared by the master timely due to the lack of exact description of the cargo provided on fixing.

all cargo loaded, shipped and discharged to be always subject to vessel's trim and stability.

the vsl to be left in a seaworthy trim between the loading berths/ports as well as discharging berths/ports.

"

2)

"

if issuance of bs/l is delayed due to the fact that the shippers are not aware of the c/p terms agreement the owners to be not kept responsible for such delay and consequences.

each bs/l to contain the cl:

"all terms, conditions, liberties and exceptions of the c/p dated.. , incl english law and arbitration cl are herewith incorporated"



"

END

TKS AGAIN FOR FIXTURE

RGDS

ANCHOR/VG.te

1. Shipbroker		RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME COUNCIL UNIFORM GENERAL CHARTER (AS REVISED 1924, 1978 AND 1994) (To be used for trades for which no specially approved form is in force) CODE NAME "GENCON" Part I	
		2. Place and date	
3. Owners/Place of business (Cl. 1)		4. Charterers/Place of business (Cl. 1)  Calder Seacarrier Corp.	
5. Vessel's name (Cl. 1)  MV ABEER S - TO BE RENAMED 7. DWT all told on summer load line in metric (abt.) (Cl. 1)  11455 MTS		6. GT/NT (Cl. 1)  9691/5477 8. Present position (Cl. 1)  TRADING	
9. Expected ready to load (abt.) (Cl. 1)			
10. Loading port or place (Cl. 1) 1/3 SPS IN CHOP, BLACK SEA/EMED IN LOGIC GEO ROT.		11. Discharging port or place (Cl. 1) 1/3 SPS IN CHOP SPORE/JAPAN RGE	
12. Cargo (also state quantity and margin in owners' option, if agreed; if full and complete cargo not state "port cargo") (Cl. 1) UP TO FULL AND COMPLETE CGO OF LAWFULL GENS/MINS INCL FERROALLOYS/STEELS, LOOSE, BULK, BAGGED, CRATED ETC. OWS GUARANTEE 10.500 MTONS DWCC AND CBC CAPACITY OF 18035/17027 CBM GRAIN/BALE IN CLEAR UNOBSTRUCTED HOLDS SUITABLE FOR GRABS DISCHARGE. DECK CARGO AT CHRTS OPTION.			
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) LUMP SUM FIOS L/S/D free of all ordinary port disbursements at both ends except for expenses pertaining to the crew and vessel such as supplies, provisions, medical services and garbage removal etc. which must be paid by the owners.		14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4)  See Cl. 21	
15. State if vessel's cargo handling gear shall be used (Cl. 5) The vessel is to be sufficiently geared.		16. Laytime (if separate laytime for load, and disch. is agreed, fill in a) and b); if total laytime for load, and disch., fill in c) only) (Cl. 6)  a) Laytime for loading  b) Laytime for discharging  c) Total laytime for loading and discharging See Cl. 22	
17. Shippers/Place of business (Cl. 6) To be nominated.			
18. Agents (loading) (Cl. 6) To be nominated.			
19. Agents (discharging) (Cl. 6) To be nominated.			
20. demurrage rate and manner payable (loading and discharging) (Cl. 7)  See Cl. 22		21. Cancelling date (cl. 9)	
23. Freight Tax (state if for the Owners' account) (cl. 13 (c))		22. General Average to be adjusted at (Cl. 12) LONDON	
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of Cl. 19; if 19 (c) agreed also state Place of Arbitration) if not filled in 19 (a) shall apply) (Cl. 19)  See Cl. 47		24. Brokerage commission and to whom payable (Cl. 15)	
(a) State maximum amount for small claims/shortened arbitration (Cl. 19)		26. Additional clauses covering special provisions, if agreed Total: 33	

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And International Maritime  
Council (BIMCO), Copenhagen

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

- 10

[illegible]

ADDITIONAL CLAUSESClause 20: LIEN

Owners shall have a lien on the cargo for freight, deadfreight, and demurrage at loading and discharging ports. Any lien on cargo shall be limited to the outstanding freight, deadfreight and demurrage at loading and discharging ports. All liability of charterers of whatsoever nature and whatsoever arising shall cease on shipment of the cargo and after payment of freight/ deadfreight.

Clause 21: FREIGHT PAYMENT

Freight payable 95pct within 5 European banking days from completion of loading, signing and releasing Bills of Lading marked "FREIGHT PAYABLE AS PER C/P" at each load port proportionally for the quantity loaded at that port. In case of "FREIGHT PRE-PAID" Bills of Lading required same to be released.

only upon receipt of bank slip or bank irrevocable confirmation that freight has been remitted.

5% of balance freight to be paid/settled along with demurrage/dispatch after completion of discharge at last discharge port, right and true delivery of cargo and receipt and acceptance of Owners' final freight account, S/F, T/S NOR of all ports latest within 20 days. Address commission and brokerage commission to be deducted from 5% balance freight.

Clause 22: LAYTIME

Cargo to be loaded, spout trimmed, blocked, stowed, checked, dunnaged, lashed and secured where necessary, and discharged by Charterers, Shippers, Receivers, Stevedores, free of expenses to the vessel. Cargo to be loaded and discharged within 8 total weather working days of 24 consecutive hours, Saturdays, Sundays and Holidays excluded, even if used; at both ends time from Friday 5 p.m. or 5 p.m. of a day preceding a Holiday till 08.00 a.m. Monday or 08.00 a.m. of next working day after Holiday, not to count as laytime even if used.-

Demurrage at loading and discharging ports at the rate of US\$ -per day/pro-rata for part of day. Dispatch at half of demurrage rate per working time saved at both ends.

At first load port and at first discharge port, Gencon Charter Party time counting clause (2pm/8am) to apply and Notice of Readiness can be given by cable, radio, telex, fax day during normal working hours..and night from Monday to Friday 5 p.m., Sundays and Holidays excluded, WIBON, WIPON.

At all additional load/discharge ports, time to commence to count immediately upon vessel's arrival, if during ordinary working hours, otherwise from first official resumption of work after arrival (unless vessel on demurrage in which case time counting immediately on arrival) .

Time due to bad weather, time for shifting out and back to same or other berth, and time for shift to move from anchorage to berth, and break time due to force majeure not to count if it is ordered by port Authorities, but in any case shifting expenses to be for Charterers's account.

Charterers, Shippers, Receivers shall have the right to work during expected periods and Master to allow work to be done.

Master/shippers/receivers representatives/Agents to sign/stamp Statement of Facts for load/discharge ports making their reservation if believe to be incorrect.

Master,/Agents also to issue and sign statement that cargo stowed, trimmed, lashed and secured to his satisfaction and in accordance with master's instructions.

Clause 23: HOLDS CONDITION

Before commencement of loading, the vessel's holds to be in sealtight, absolutely clean and dry, washed and free of smell and obstacles to Shippers' satisfaction, and in every respect suitable, fit and ready to load the cargo, failing of which Notice of Readiness will not be accepted for commencement of time counting and owners shall be responsible for possible stand by expenses of stevedores arising therefrom. (or in the event of dispute, to the satisfaction of an independent qualified Surveyor, whose cost shall be shared between Owners and Shippers.) Host test on vessel's hatchcovers to be carried out if requested by shippers and same to be for charterers expense.

Owners confirm that holds are suitable grab discharge/clear and unobstructed with flat tank top plating.



**Clause 24: HATCH OPENING**

First opening and last closing of hatches, both at loading and discharging ports, to be done by ship's crew and in Charterers' time, provided permitted to local Port Authorities, otherwise for Charterers' account.

**Clause 25: BILLS OF LADING**

Master to sign Clean On Board Bills of Lading for the number and/or pieces and/or units whatever the case may be loaded, in conformity with Mate and/or Tally clerk receipt and he is to remain responsible for the number of same, sub to vessel's strength, without prejudice to this Charter Party.

Master has the right to reject prior loading on board clearly damaged cargo and Shippers to replace same with sound ones. For Master's remarks on the Mate's receipt such as atmospherically rusty and/or "wet before shipment" and/or "broken bands" and/or "missing band" Charterers to provide L.O.I. duly endorsed by Charterers in accordance with Owner's P & I Club wording against signing of Clean On Board Bills of Lading.

Master's remarks if any at mates receipts must be specific showing exact figures. General remarks are not allowed.

At any time Charterers desire Master to sign Bills of Lading as above for any quantity loaded up to that moment, and Charterers hold Owners harmless against such partial release.

Notwithstanding the above, at charterers option, Master to authorize in writing the charterers agents to sign on his behalf the Bills of Lading.

Charterers have the right to issue new set of Bills of Lading with amended destination and/or consignee address and/or notify party address and/or shippers and such Bills of Lading to be released immediately upon receipt by the owners of the old original set of Bills of Lading marked "null and void".

**Clause 26: CARGO DAMAGE REPORT**

Any damage notice of cargo to be reported immediately by ships Command to Shippers representative. Any objection by the Master regarding the condition of the cargo are to be reported immediately to Shippers representative at the end of each shift and any dispute to be settled between P & I Club representative and Charterers' Surveyor at their expenses and time.

**Clause 27: FORKLIFT USED AND STEVEDORES DAMAGE**

Vessel is as described in Cl.51. Cargo is to be loaded in unobstructed main hold/tweendeck only.

Charterers have the privilege to load, stow, trim and discharge the cargo on tank top ceiling and in cargo holds by means of forklift trucks provided or rubber wheels with the maximum permissible weight and or any other suitable mechanical apparatus. Owners guarantee that vessel's tank top ceiling and all decks are in an absolute good condition.

Stevedores, although appointed and paid by Charterers/Shippers/Receivers to work under the supervision of the Master.

Owners/Master to notify stevedores/agents about stevedore damages if any within 24 hours from the time of occurrence but in any case before vessels sailing. Stevedore damages to be settled directly between owners and stevedores but charterers to assist utmost possible in order to find an amicable agreement/solution.

**Clause 28: SEAL OF HATCHES**

It is Owner's/Master's responsibility to ensure that the vessel's hatches are properly closed/sealed on sailing from each load/discharging port.

**Clause 29: VESSEL'S GEAR USE**

Vessel to load/discharge, if required, with her own gear and at safe lifting capacity. However, the vessel shall always give free use of winches and derricks up to their lifting capacity as described in Cl.51 and to supply running gear, gins, blocks, fall and runners and also to supply free of charges sufficient steam and/or power to drive all winches simultaneously, day and night if and when required. Lashing materials as on board if required to be at charterers disposal free of charge.

Any time lost by reason of vessel's defective gear shall be adjusted in laytime on a pro-rata basis

Owners will provide shore crane if required due to defective gear then full laytime to count and in this case owners will not be responsible for other related expenses except owners approved crane charges.

Vessel to supply, free of expenses, light on deck and in holds as on board, day and night, also on Saturday or legal/local Holidays, if and when required.

**Clause 30: SCALES & PLANS**

Owners guarantee 10.500 mts DWCC SUMMER and bale capacity as per vessel's description in clear unobstructed holds.

Any lashing/securing required to be for Charterers/Shippers' account. Vessel to furnish a certified calibration scale for all tanks including fore peak and after peak, double bottom tanks and deep tanks. Plimsol Mark amidships and draft marks on port and starboard side, bow and stern, to be clearly cut and marked on shell and painted.

Vessel also to furnish capacity plan, displacement scale and same to be certified by Master as to correctness at time of loading.

**Clause 31:**

Owners/Master to keep charterers fully informed of any change in ship's position and reason prior or during loading/discharging or during the voyage. Owners to be responsible for all consequences and damages of whatsoever nature and howsoever arising in the event of owners or master's failure to keep charterers fully informed of any change in ship's position. Owners to advise whether they intend to bunker prior/after arrival to loading port or during the voyage after sailing from last load port, the deviation if any, as well as to keep charterers fully informed on a daily basis about the delay/reason of causing the delays or repairs to be with full report and estimate time of resume sailing.

**Clause 32: OVERTIME**

Overtime to be for account of the party ordering same. Officers/crew overtime to be always at owners account.

**Clause 33: TAXES/EXTRA INSURANCE**

Any taxes/dues/wharfages on cargo to be for Charterers' account and any taxes/dues/wharfages on vessel and freight to be for Charterers' account too.

Free extra insurance owing to vessel's age.

River tolls/compulsory pilots pertinent to access-departure load/discharge ports to be for Charterers' account, those pertinent to navigation (for example Bosphorus-Dardanelis-Suez-Panama) to be for Owners' account.

Charterers agents at both ends.

**Clause 34: NOTICES**

Owners are to give first notice of vessel's arrival at load port when fixture is reconfirmed, thereafter Owners/Master to give 10/7/5 days approximately notice followed by 2/1 days definite notice of vessel's ETA at load port, which notices are all to be given to: (as will be advised by Charterers). All notices to be given during office hours on working day only. Master must advise Charterers or their nominee immediately of any change of vessel's ETA at loading and discharging ports.

Master/Owners or Agents to cable Charterers immediately upon completion of loading stating date and time of completion, sailing time and Bills of Lading quantity, cargo commodity, sailing draft, as well as ETA next port. In addition Master is to cable from sea 15/10/7 days ETA notice to Charterers and Agents at discharging ports and to confirm the ETA 72/48/24 hours stating arrival draft.

If owners/master fail to give proper notices in due time as required, charterers shall be allowed 24 hours extra for each notice omitted for loading and/or discharging as the case may be.

**Clause 35: DUNNAGE**

Dunnage supplied, if any, for securing of cargo shall become ship's property unless claimed by Charterers at discharging port.

**Clause 36: SHIFTING**

1 / 2 SB (S) S.A., AAAA at each port: Shifting expenses, if any, between berths, anchorage to berth and berth to anchorage, to be for Charterers' account and time to count as laytime.

**Clause 37: BUNKERING**

Vessel is allowed to bunker during loading/discharging operations and will not interfere with Charterers commercial operations. Any damages to cargo, or losses of time due to bunkering, if applicable, to be for Owners' account. It is understood that Owners to comply with any law or regulations concerning Oil Pollution and Owners Financial Responsibility therefore.

**Clause 38: RESPONSIBILITIES**

The Pilots, Port Agents, Master, Officers, crew of vessel and any tow boat, person or facilities assisting the vessel in whichever way are considered servants of the Master/vessel and charterers shall not be responsible for any loss, damage claim or whatsoever resulting directly or indirectly from negligence, error or omission of any of them.

**Clause 39: TALLY**

Shore side tally to be for Charterers/Shippers/Receivers' account. ship's side tally to be at owners' account.

**Clause 40: STOWAGE**

Any cargo to be loaded in vessel's holds as customary and no cargo to be loaded in D/T or un-usual places. Should any cargo without Charterers permission be loaded in deep-tanks or places not easily accessible to Shippers/Receivers, loading/discharging, gear/grabs/magnets, any extra costs - including loss of time - for loading and discharging to be born by the Owners.

**Clause 41: P & I**

Notwithstanding anything in this Charter Party to the contrary it is expressly agreed that Owners remain responsible for all personal injury. Owners guarantee to maintain a full P and I cover for the duration of this Charter Party.

**Clause 42: ABSENCE OF BILLS OF LADING**

In case Bills of Lading should not be available at discharging port, on vessel's arrival Owners agree to discharge the cargo against Charterers L.O.I. in Owners P&I wording signed by Charterers authorized signatory.

**Clause 43: BREAKUP**

Owners guarantee that the vessel is not intended for breaking up after completion of this voyage. Owners further guarantee that vessel's ownership and/or management will not be changed during the currency of this c/p.

Should Owners contrary to above guarantee sell the vessel for break-up then Owners to pay whatever insurance's penalty might be assessed against Charterers' forthwith.

**Clause 44: DETENTION BY PORT AUTHORITIES**

Should the vessel for any reason attributable to the Owners be detained by Authorities at any port, Owners are to reimburse Charterers for any proved loss or damages due to vessel being detained.

**Clause 45: BOYCOTT**

In the event of boycott or other difficulties arising due to vessel's flag, or labor boycott or any other discrimination against the ship due to her registry and/or crew, time lost and all consequences for Owners' account and time not to count if boycott/difficulties affect the loading/securing/discharging. If loading/discharging of vessel is adversely affected due to any aforementioned reasons, and if vessel is already on demurrage, such demurrage to be suspended for period during which loading/discharging cannot be carried out.

**Clause 46: CIVIL COMMOTION TUMULTS ETC.**

Time lost by reason of any or all of the following causes shall not be computed in the loading or discharging time; i.e. rebellion, tumults, civil commotion, political disturbances, riots stoppage following trade union or Government orders, or other hands, strikes or stoppages at the mills or on the railroads or at seaboard, frost, flood, earthquake, and all and every other unavoidable hindrance which beyond charterers



control, essential to working carriage, delivery, shipment or discharge of the said cargo, whether partial or general within port limits. Time lost by reason of force majeure or act of God not to count as laytime.

**Clause 47: ARBITRATION**

All disputes arising from time to time out of this contract shall, unless the party agrees forthwith on a single Arbitrator, be referred to the final arbitration in London of two Arbitrators carrying business that shall be commercial men and engaged in the shipping trade. One Arbitrator to be appointed by each party with power to such arbitrators to appoint an Umpire, any claims must be made in writing and claimants Arbitrator appointed within one year of final discharge and where this position is not complied with, the claim shall be deemed waived and absolutely barred. No ward shall be questioned if invalidated on the ground that any of the Arbitrators are not qualified as above unless objection to this action is taken before the ward is made. The ward of the Arbitrator of the Umpire is binding for both parties. English Law shall govern interpretation, execution of this contract. L.M.A.A. procedure to apply.

**Clause 48: MASTER'S ASSISTANCE**

Master to cooperate with Charterers representative at load and discharge ports in respect of loading/stowing and discharging of the cargo.

**Clause 49:**

In addition to box 10 and box 11 of part I, charterers have the right to call under this charter party to a total of 6 ports split in charterers' option.

**Clause 50: VESSEL'S DESCRIPTION & CERTS**

Vessel has following particulars and specifications guaranteed by owners:

FLAG : MALDIVE  
 GRT/NRT : 9691/5477  
 SUEZ GRT/NRT : 10270.41/7727.73  
 PANAMA GRT/NRT : 10538.70/7542.71  
 DEADWEIGHT/MAX DRAFT : 11455T ON 8.42M S.DRAFT  
 SPEED : MAXIMUM ABT 16 KTS  
 ECO ABT 15/14/13/12 KTS

CONSUMPTIONS : AT MAX SPEED ABT 30.0  
 MTS IFO 380 CST (FOR MAIN ENGINE)

AT ECO SPEEDS ABT 28/26/24/21 MTS  
 RESPECTIVELY (FOR MAIN ENGINE) ALWAYS PLUS ABT 2.5  
 MTS IFO 380 CST (FOR SHAFT GENERATOR)

SPEEDS/CONSUMPTIONS ARE BASED ON GOOD  
 WEATHER NOT EXCEEDING BEAUFORT SCALE 3, SMOOTH SEA NOT  
 EXCEEDING DOUGLAS SCALE 2

ADDITIONAL POWER FOR REEFER CONTAINERS  
 OR HOLD VENTILATION FROM AUXILIARY GENERATORS CONSUMING  
 2/5 MTS MDO DEPENDING NUMBER OF GENERATORS REQUIRED.

NO DIESEL CONSUMPTION AT SEA HOWEVER,  
 THE VESSEL HAS LIBERTY TO USE MDO WHILE  
 ENTERING/LEAVING PORT AND WHEN MANOEUVERING IN  
 SHALLOW OR NARROW WATERS RIVERS/CHANNELS OR  
 WHENEVER/WHEREVER CUSTOMARY AND/OR WHEN  
 ENCOUNTERING HEAVY SEAS WITH WIND FORCE

6 OF BEAUFORT SCALE AND HIGH SWELL ABOVE 3 METERS

IN PORT: ABOUT 1MT IFO + ABOUT 2/5 MTS MDO  
DEPENDING ON POWER REQUIRED FOR REEFER  
CONTAINERS /HOLD VENTILATION/GEAR WORKING

QUALITIES: VESSEL ALWAYS TO BE SUPPLIED WITH IFO AS  
PER STD ISO 8217 RMG35 AND MDO PER STD 8217 DMB.

DATE OF BLT : 1981. POLAND  
LENGTH : LOA= 146.23 M  
BREADTH MLD : 21.55 M  
DEPTH MLD : 11.30 M  
HOLDS : 4  
HATCHES : 7 (TWIN HATCHES ON  
2/3/4 HOLD)  
DERRICKS : 4 X 36 TS + 2 X 27 TS  
SWEDISH HALEN  
TYPE WORKING LIKE CRANES  
GEAR LOCATION:

HOLD 1 - 1 AFT MAX OUTREACH 10.50 M  
HOLD 2 - 1 FORE + 1 AFT MAX OUTREACH 10.50 M  
HOLD 3 - 1 FORE + 1 AFT MAX OUTREACH 10.50 M  
HOLD 4 - 1 FORE MAX OUREACH 8.30 M

HEAVY LIFT: DERRICKS SERVING EACH HOLD 2 AND 3 CAN  
BE COUPLED BY MEANS OF TRAVERSE BEAM GIVING 69 MTS SWL FOR ONE PAIR  
AND 51 MTS SWL FOR THE OTHER PAIR.  
MAX OUTREACH 5.80 MTS

CARGO BATTENS : NOT EQUIPED WITH CARGO BATTENS.  
TWEEN DECKS 2,3,4 ARE BOX SHAPED WITH DOUBLE HULL.  
CO2 FITTED : ALL CARGO COMPARTMENTS  
HOLD VENT : 25 CHANGES/HR BSS EMPTY HOLD  
BOWTHRUSTER : YES  
DANGEROUS CARGO : HOLDS ARE SPECIALLY SUITABLE FOR THE  
CARRIAGE OF DANGEROUS CARGOES WITH SEPARATE AIRDUCTS FOR  
EACH COMPARTMENT AND SPRINKLER IN HOLD 1  
FORECASTLE  
FITTINGS : ALL REQUIRED SHOES/LASHINGS/SUPPORTS FOR  
FULL CONTAINER LOAD ON BOARD

REEFER PLUGS : 35 OF CEE SERIES II TYPES WITH 3 WIRES AND  
4 POLES, EARTH PIN AT 3 HOUR POSITION, DELIVER 380 V 50 HZ 3  
PHASE E.C.

STACK WEIGHTS : 80 MTS ON TANK TOP  
40 MTS ON TWEEN DECK  
60 MTS ON HATCH COVERS 2-3-4  
50 MTS ON HATCH COVER 1

BUNKER CAPACITIES (100%) : IFO : 1,035 MT - MDO : 189  
FRESH WATER : 285 MTS  
WATER BALLAST : 2270 MTS

CONTAINER CAPACITY : 454 TEU + 12 FEU (FEUS ON  
HATCH 1 WHICH UNSUITABLE FOR TEUS)

ALTERNATIVELY 221 FEUS + 32 TEUS

ALL CONTAINER LOADS ARE SUBJECT TO THE VESSEL'S  
STABILITY, TRIM AND MASTER'S APPROVAL.

## HATCH DIMS:

FORECASTLE UPPER DECK

TWEEN DECK

-----

HATCH 1 12.50 X 7.80 12.60 X 7.80  
8.40 X 6.10TWEEN HATCH 2 19.20 X 7.80  
19.20 X 5.30/7.80TWEEN HATCH 3 25.60 X 7.80  
25.60 X 7.80TWEEN HATCH 4 12.50 X 7.80  
12.80 X 7.80/5.30

## HOLD DIMENSIONS (METERS)

=====

LENGTH BREADTH HEIGHT

HO-1 13.20 6.10 3.80

HO-2 28.80 6.00 (F)/10.50 (A) 5.50

-EACH PS/SB

HO-3 31.80 10.50 (F)/ 8.00 (A) 5.50

-EACH PS/SB

HO-4 16.40 8.00 (F)/ 4.00 (A) 5.50

-EACH PS/SB

TD-1 15.60 5.70 (F)/16.80 (A) 3.20

TD-2 27.40 8.00 (F)/ 9.30 (A) 5.10

-EACH PS/SB (XX)

TD-3 30.20 9.30 5.10

-EACH PS/SB (XX)

TD-4 15.20 9.30 (F)/ 8.50 (A) 5.10

-EACH PS/SB (XX)

UTD 16.00 11.40 (F)/15.80 (A) 4.30

(INCL. HA/COVER)

(XX) THESE HEIGHTS INCLUDE HATCH COVER

## CUBIC CAPACITY PER HOLD (ABOUT)

=====

GRAIN/CBF BALE/CBF

H-1 11213 10704

H-2 P+S 108530 100350

H-3 P+S 142517 131774

H-4 P+S 56412 52160

TOTAL HOLDS 318672 294988

TW.DECK 1 33425 30908

TW.DECK 2 P+S 87746 83774

TW.DECK 3 P+S 105196 100436

TW.DECK 4 P+S 50204 47936

TOTAL TWEEN DECKS 276571 263054

-----

H-1 FORECASTLE 41634 38498

TOTALS 636877 596540

TYPE OF HATCH COVERS

=====

FLUSH TWEENDECK HATCH COVERS

WEATHER DECK : HYDRAULIC MCGREGOR FOLDING TYPE

TWEENDECK : HYDRAULIC

DECK STRENGTHS (ALL IN MT/SQM)

=====

INNER BOTTOM LOAD : 10.40

TWEENDECK FRAMES 38-141 : 4.00

TWEENDECK FRAMES 141-165 : 6.00

TWEENDECK HATCHCOVERS 1-4 : 4.00

WEATHERDECK FRAMES 36-141 : 2.00

WEATHERDECK FRAMES 141-165 : 3.38

WEATHERDECK HATCHCOVER 1 : 3.38

WEATHERDECK HATCHCOVERS 2-4 : 2.00

FORECASTLEDECK HATCHCOVER : 1.76

+++

-TONNAGE CERTIFICATE

-P+I CERTIFICATE

-H+M CERTIFICATE

-CERTIFICATE OF REGISTRY

-ISM CERTIFICATES (DOC, SMC)

-ISPS CERTIFICATE

-POCKET PLAN

**Clause 51: Bimco standard ISM Clause:**

From the date coming into force of the international safety management code in relation to the vessel and thereafter during the currency of this c/p, the owners shall procure that both vessel and 'the company' as defined by the ism code, shall comply with the requirements of the ism code. The owners shall provide a copy of the relevant doc and smc to the charterers.

**Clause 52:**

Under no circumstances are owners and brokers concerned in the fixture of this vessel to divulge any details whatsoever to anyone outside their own organization.

**Clause 53**

Charterers have the right to detain the vessel prior to arrival at destination and owners to instruct the master to anchor at any safe place on passage in international waters or at a safe waiting place at or off discharging port, pending charterers' further instructions. Such notices to be given to owners/master well in advance and anyhow, before the vessel has tendered notice of readiness and time to count as laytime.

The Owners

The Charterers

From: "Seapride Maritime" <seapride@otenet.gr>  
To: "CALDER ATH" <calder@otenet.gr>  
Subject: FW: mv vera / sinoriches fixture recap  
CC: <No CC specified>  
Date: Thu, 07 Jun 2007 15:15:20 +0300

SEA PRIDE M A R I T I M E  
145 kolokotroni str-185 36 piraeus  
tel 0030 2104186485/8956521  
fax 0030 2108995481  
mob 0030 6944657474  
Bimco reg nmbr 116552  
seapride@otenet.gr

=====

FIXTURE RECAP ON M.TERMS AGREED

Sub stem/shippers/rcvrs to be lifted within tday piraeus cob

chrs :messrs sinoriches global ltd  
disposw calder seacarrier corp.

-part cgo bss  
-lgsb changshu /lgsb ravenna  
owners berth bends n owner to satisfy with themselfed both ends  
-for 20.000/21.000 mt cgo steels prods at chopt  
Preliminary breakdown:  
5000mt s.plate length:8-12m max weight:15mt;  
4500mt s.pipes length:5-11m,o/d:60-180mm,thick:16-30mm;  
5800mt s.pipes in bundles small o/d,length:6-12m;  
2500mt s.coils weigth:7-15mt  
1200mt h-beam length:15m  
sub to know the full packing list of all parcels. pls adv wether in  
bdls or loose  
(4500 mt pipes/h-beams)  
THE Actual qty to be confirmed one day prior arrival at lport.  
-No tiers limitation  
-laycan 13/19th june  
-cqd be /detention usd 25.000 dly/prta -detention cl as per previous  
fixture  
chrs confirming 24 cons hours loading operation shincl  
-frt usd 74 per mt or per cbm whatever is greater fios lsd payable  
100pct in usa currency  
to ows nom bank/acc within 5bd after compl loading.congenbill bs'l to  
be issued  
marked 'frt payable as per c/p' fdeosdanrvaooclonl.  
-clean bill to be issue and any remarks in mates receipt to be covered  
by chtrs loi to  
be counter signed by shippers in owenrs pni wording.  
chrs confirming that cgo is a new production and its not rusty or  
clearly  
damaged. for minor remarks only if any chrs to issue their loi in ows  
p+i club  
wording counter signed by shippers against issuance of cob bs'l.  
-free exins due her age

-ows agents be  
 -free taxes/dues on frt/cgo  
 -4w and nor even by cable be  
 -g.a & arbitration london/english law to apply  
 -owise gcn 94 with 3.75pct address .owise as per previous fixture 27th  
 april mv str.attractor  
 end

pls confirm clean by return  
 Vsl's eta lport 15th june wp  
 reverting with lport agents nom after the lifting of subs.  
 pls pass the full packing lists.

brgrds  
 nnnn

vsl's name/particulars

-----  
 MV VERA (EX ERA)

BC , BLT JUNE'77 JAPAN , DWT 38,931 MTS AT 11,40 MTRS SUMMER DRFT  
 PANAMA FLAG - LOA:185,363 M , LBPP: 175,00 MTRS , BREADTH: 27,80 M  
 DEPTH: 16,20 M - GRT/NRT 23,353/12,683

4 CRNS X 15 SWL TS, Cranes outreach abt 8,7 mtrs  
 5 HO/HA , HA COVERS "ERMANS STEEL ROLLING" - TPC:45,7

GRAIN/BALE :48.563 / 47.544 CBM ,  
 PANAMA GRT/NRT : 25006/18764 , CO2 FITTED.

HOLDS CUBIC BREAKDOWN

GRAIN M3	BALE M3	
1	8442	8244
2	10056	9848
3	10210	9981
4	10045	9837
5	9810	9634

TOTAL G/B 48563/ 47544 m3 OR IN CBFT : 1,714.990/1,679.000

CO2 FITTED - SUEZ/PANAMA FITTED

AUSSIE HOLD LADDER FITTED

DIMS OF HATCHES:

H/1 - 15.07 X 11.20 M

H/2,3,4,5 - 16.80 X 14.40 M

DIMS OF HOLDS:

H/1=LENGTH 25,34m =BRDTH F/17,60-21,20m -BRDTH A/26,95m

H/2=LENGTH/BREADTH (L/B): 27,20/26,95m

H/3=L/B: 26,40/26,95m

H/4=L/B: 27,20/26,95m

H/5=L:27,20m -BRGDTH F/26,95m -BRGDTH A/22,75-26,75m

HOLDS HEIGHT : UP TO COMINGS - 13.91 M

UP TO HATCH COVERS - 18.45 M

TANKTOP CLEAR DEMENTIONS:

H/1=L/24,65m -BREADTH F/A 10,00/20,80m

H/2=L/B 25,80/20,80m

H/3=L/B 25,30/20,80m

H/4=L/B 25,80/20,80m

H/5=L/26,50m -BREADTH F/20,80m  
BREADTH M/19,60m (In distance of 14,4M fm fore bulkhead-frame  
NR 54)  
BREADTH A/14,40m

STRENGTH:  
MAIN DECK 1,8 t/sq.m -Hcovers 0.2t/sqmtr  
H/1 20,0 t/sq.m -H/2 N 4 16,80 t/sq.m -H/3 21,0 t/sq.m - H/5 17,7  
t/sq.m

=FULLY LOADED WITH DRAFT F/A 11,11/11,76m  
H/1 7,13m; H/5 6,71m A/DRAFT 35,48m

CLASS:R.R.S  
IMO NR. 7533109  
ADA WOG

END  
GLAD TO HEAR  
BRGRDS  
NNNN

To: Messrs Penavico Changshu agency dpt  
From: Master mv "Vera"

Dear Sirs,

You are hereby authorized to sign on my behalf the Bills of lading for the cargo of 21472,244 mts of steel products on board my vessel at the port of Changshu, during her present call only. This authorization is issued subject to the following conditions:

- 1) All Bills of Lading signed by you, as presented, to conform with the qualities, description and remarks of the Mate's receipts and any addendum thereto to be considered as incorporated herein.
- 2) bs/lading should be remarked:  
-freight payable as per cp dd 06.06.2007 issued in Greece
- 3) If bsl marked as "freight prepaid" then such bsl to be kept at agents custody and to be released only upon written confirmation from the owners to the agents and in accordance with c/p terms and conditions.
- 4) Bs/l to have the remark: "All terms and conditions, liberties and exceptions of the Charterparty dated 06.06.2007 including the English Law and Arbitration Clause are herewith incorporated."
- 5) The date of the bsl must be the actual date of completion of the loading.
- 6) This authorization may be withdrawn or amended at any time in accordance with any agreement that may be made hereafter between owners and chrtrs.
- 7) Bills of Lading will be sent by fax to owners for their approval and will be released only after owners written confirmation.

Very Truly Yours,

Master of mv "Vera"

Y. Panfilov



REDACTED

From: "sinoriches-wang" <mail@sinoriches.com>  
To: "calder@otenet.gr" <calder@otenet.gr>  
Subject: Re:  
CC: "Seapride Maritime" <seapride@otenet.gr>  
Date: Thu, 19 Jul 2007 11:39:25 +0800

dear sir,

fyref, below was what we received from head owner and we are facing big pressure from them !  
we strongly request you to sort it out with head owner whatever the dispute is . now head  
owner is threatening us that they will send vsl to singapore for selling the cargo !

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=====

**P R I A M O S**

72-74, Marathonos Str., 16673 Panorama Voulas , Athens, Greece tel:+30-2108952566; fax:+  
30-2108994493, telex: 214242 blct gr

E-mail: priamosmaritime@priamosmaritime.com; priamos@softway.gr

Web: www.priamosmaritime.eu

~~103~~

24

17 Jul 2007-14:07. Ref:12055-MAL.

Att Mr Charlie Wang

urgent PRIVATE AND CONFIDENTIAL  
-----

Dear Mr Wang

mv Vera/Calder

Reference is made to a visit of our Representative Cpt Yuri Kostenko within your premises. We do thank for taking your time and accepting this visit. Our Principals are in deep trouble with Messrs Calder Seacarriers Corp due to latter's fundamental default by non-payment of freight which was due on 6 July and was not received until now.

Apart from information that was given to you by Cpt Kostenko we would like ,in a nutshell, to present some additional facts:

We on behalf of our Principals Messrs Viking Marine Sa, the Owners of mv "Vera", have entered on June 6, 2007 into a c/p agreement with Messrs Calder Seacarrier Corporation for carriage of steel products and other generals from China to the Mediterrean. The lumpsum freight agreed was us\$ 2.622.500 basis Owners guaranteeing 37,000 mt dwcc of the vessel.

The c/p was done on a "all ports free d/a basis"

The freight to be paid either in full or prorata within 5 banking days of signing and releasing Bs/L, however if "freight prepaid "

Bs/L are issued (which was the case for the Changshu cargo) the Bs/L to be only released until Owners' confirmation that the freight was received. On 2 July the Owners presented respective invoice but the freight was not paid timely and not received until now.

The vessel has loaded in Changshu 21,472.244 mt consequently the freight due for the Owners (freight prepaid Bs/L) was to be 100 pct as follows:

Ips freight 2.622.500 : 37,000 dwcc x 21,472.244 = us\$ 1.521.917.90 Owners are taken aback hearing from Cpt Kostenko that Calder's Instructions are to remit the Owners us\$ 1.140.378 mt only.

This cannot be accepted and it is again and fundamental breach of the c/p and agreed terms.

Due to such circumstances Owners consider that this c/p is NULL & VOID for the reasons such as:

- non payment of the freight timely,
- rejecting the responsibilit for the freight payment by relaying the payment for the execution by the shippers,
- making a sub-let of the vessel and presenting the vessel as Calder being a Disponent Owners (they had no such right under the exlsting c/p)
- blocking the access to the loadport agents
- non paying port d/a with exception of Changshu where d/a were paid by Messrs Calder
- ignoring Owners' argument and various suggestions to overcome the deadlock and fell on a deaf ears

The Charterers have been informared accordingly last Friday.

For your info Messrs Calder have lost a parcel of 8000 mt of wire rods from Jintang to Aqaba. Allegedly they hold a parcel of abt 1300 mt of generals from Lyn to Skikda when asking to discharge first Changshu cargo in Ravenna, keeping about 25 trucks to Skikda on hatch covers of 3 holds with Ravenna cargo. They have not come with any practical solutions how to do it.

In the meantime Owners were coming with various proposals to no avail. Finally in order to mitigate the losses they have decided to take the steering wheel into their hands and to get out of this disastrous situation by securing uninterrupted movement of the vessel with other cargoes.

This appears to be pretty costly for the Owners due to the fact that they have paid or will have to pay all port d/a in China and at discharge. In China they had to pay already abt us\$ 59,000 in Dalian plus if the Lyn cargo will be rearranged they will have to pay abt \$30,000 plus about \$80,000 for Ravenna and Skikda.

Owners are the reputable Company and will deliver the goods to final destination. Owners lost trust in dealing with Messrs Calder, moreover Calder's reputation was lately revealed by the Newsmedia and Tradewinds. Copy of this was given to you by our Cpt Kostenko. We have contacted the Owners of mv "Trader" mentioned in Tradewinds (Messrs Marinakis Chartering NY) and we were told that their case is close to ours while Messrs Calder have not paid a balance freight, d/a in Genoa as well as demurrage, all total close to us\$ 1.3 mio. In addition we have also received some info that Messrs Calder had or have more non-payment cases with Messrs DC Bulk Pte Ltd Singapore (a reputable Managing Owners) and Messrs Japonica Enterprises Co. Owners do not believe that Messrs Calder would perform their obligations as agreed.

Going back to freight for Changshu:

Under the English Law you are under the obligation to pay the freight to the Owners under the c/p terms which are incorporated into the Bs/L.

Owners, without prejudice, are ready to accept for Changshu cargo us\$ 1,500,000 NET and against the Letter of Indemnity from yourselves that the c/p between Viking Marine SA, Calder Seacarriers and Sinriches is considered null and void.

Re Lynyungang/Skikda: We understand that there is about 4000 cbm ready. Owners are willing to book this cargo under the separate agreement/charter party at lumpsum us\$ 450,000, sub to receiving more details of this cargo.

We do hope that you understand the position of the Owners and this big mess they were brought into by the Charterers Messrs Calder Seacarriers.

Due to urgency of the situation pls send us your confirmation by return say next 15 minutes.

Please keep all these facts private and confidential.

Best regards

Priamos Maritime SA  
for and on behalf of the Owners  
Chris Malecki, Chartering Mgr  
(by authority)

155

26

[Message sent via SOFTWAY Communication Program]

unq

await yrs.

b.rgds/ sinoriches

sinoriches-wang  
07-07-19

·¢¼þÈÈ\_° calder@otenet.gr  
·¢ÈÈ±¼ä\_° 2007-07-18 22:52:10  
ÈÕ¼þÈÈ\_° mail@sinoriches.com  
ÈÍ\_°  
Ö÷Ïä\_°

FM: CALDER SEACARRIER CORP.  
Athens-Greece  
tel: +30210-9659910 fax: +30210-9659466  
E-Mail: calder@otenet.gr

, Jul 2007-17:51. Ref:58200-U02

To:Sinoriches  
CC:Seapride

The bs/l will be released only after messrs Sinoriches remit the freight due to us (usd 257.721,10).

We will wait until tomorrow am to receive the frt from messrs Sinoriches.

If messrs Sinoriches fal to remit the frt by tomorrow am, we will act as per our last message.

Bgrds

>From: "Sinoriches Shipping Ltd" <mail@sinoriches.com>

>To: "calder@otenet.gr" <calder@otenet.gr>

>Subject: Re:

>CC: "Seapride Maritime" <seapride@otenet.gr>

>Date: Wed, 18 Jul 2007 22:40:38 +0800

>

>dear sir,

>

>cc: paul

>

>

>pls note the head charterer of bs/l no. 14 had effected the frt payment

>to you already n you already confirmed safe receipt. but the original

>bs/l still not released yet.

>

>owner was obligaged to release original bs/l to shipper after being paid.

>

>

>wait yours.

>

>

>b.rgds/sinoriches

>

>

>

>

>

>Sinoriches Shipping Ltd

>2007-07-18

>

>

>

>·¢¼pÈÈ\_?calder@otenet.gr

>·¢ÈÈ±¼ä\_?2007-07-18 22:20:45

>·Ö¼pÈÈ\_?mail@sinoriches.com

>\_\_Èí\_?

>Ö÷Ïâ\_?

>

>

>FM: CALDER SEACARRIER CORP.

> Athens-Greece

> tel: +30210-9659910 fax: +30210-9659466

> E-Mail: calder@otenet.gr

>

>18 Jul 2007-01:58, Ref:58193-U02

>

>

>To:Sinoriches

>CC:Seapride

>

>Re:mv Vera/Sinoriches

>

197

> We wish to remind to messrs Sinoriches that the frt is long overdue and tomorrow  
> is the final deadline of the frt payment.  
>  
> If messrs Sinoriches donot remit by latest tomorrow the frt due to us  
> (usd 257.721,10), then the m/v 'Strange Attractor 1' will not be  
> berthed at Bejaia or at any other discharging port and the d/as will not be paid.  
>  
> Furthermore, the issue of the bs/l nbr SGLSHA7T06001 which is marked  
> clean on board and shows 'Sinoriches' as carriers and is predated 20th  
> April has been done without our written confirmation and such is an action of fraud.  
>  
> All matters (including the very serious matter of bs/l nbr  
> SGLSHA7T06001) will be solved only if messrs Sinoriches remit the frt due to us by latest tomorrow.  
>  
> Brgrds  
>  
>  
> [Message sent via SOFTWAY Communication Program]

[Message sent via SOFTWAY Communication Program]

[Message sent via SOFTWAY Communication Program]

~~198~~

Info

From: calder@otenet.gr  
Sent: 19 July 2007 05:08  
To: Info

FM: CALDER SEACARRIER CORP.  
Athens-Greece  
tel: +30210-9659910 fax: +30210-9659466  
E-Mail: calder@otenet.gr

19 Jul 2007-07:08. Ref:58206-U01

to:Sinoriches /Wang  
cc:Fishers Solicitors London/Mr Nick Fisher

re mv Vera

Thnks for yr msge but kindly be advised that the situation is not like the ows hve described.

Our London solicitors will write to you and explain how the reality is.

In case that you pay any freight to the ows then it might be that you will hve to pay the frt twice since the only beneficiary to rcve the frt in accordance with our c/p is Calder.

Best rgrds

>From: "sinoriches-wang" <mail@sinoriches.com>  
>To: "calder@otenet.gr" <calder@otenet.gr>  
>Subject: Re:  
>CC: "Seapride Maritime" <seapride@otenet.gr>  
>Date: Thu, 19 Jul 2007 11:39:25 +0800

>

>dear sir,

>

>

>fyref, below was what we received from head owner and we are facing big pressure

>from them ! we strongly request you to sort it out with head owner

>whatever

the

>dispute is . now head owner is threatening us that they will send vsi

>to singapore for selling the cargo !

>

>+++

>

*189*

=====

> P R I A M O S

>72-74, Marathonos Str., 16673 Panorama Voulas , Athens, Greece

>tel:+30-2108952566; fax:+30-2108994493, telex: 214242 blct gr

>E-mail: priamosmaritime@priamosmaritime.com; priamos@softway.gr

> Web: www.priamosmaritime.eu

>=====

=====

> 17 Jul 2007-14:07. Ref:12055-MAL.

>

>

>Att Mr Charlie Wang

>

>urgent PRIVATE AND CONFIDENTIAL

> -----

>

>Dear Mr Wang

>mv Vera/Calder

>

>Reference is made to a visit of our Representative Cpt Yuri Kostenko

>within your premises. We do thank for taking your time and accepting

>this visit. Our Principals are in deep trouble with Messrs Calder

>Seacarriers Corp due to latter's fundamental default by non-payment of

>freight which was due on 6 July and was not received until now.

>

>Apart from information that was given to you by Cpt Kostenko we would

>like ,in a nutshell, to present some additional facts:

>

>We on behalf of our Principals Messrs Viking Marine Sa, the Owners of

>mv "Vera", have entered on June 6, 2007 into a c/p agreement with

>Messrs Calder Seacarrier Corporation for carriage of steel products and

>other generals from China to the Mediterrean. The lumpsum freight

>agreed was us\$ 2.622.500 basis Owners guaranteeing 37,000 mt dwcc of

>the vessel.

>The c/p was done on a "all ports free d/a basis"

>The freight to be paid either in full or prorata within 5 banking days

>of signing and releasing Bs/L, however if "freight prepaid "

>Bs/L are issued (which was the case for the Changshu cargo) the Bs/L to

>be only released until Owners' confirmation that the freight was

>received. On 2 July the Owners presented respective invoice but the

>freight was not paid timely and not received until now.

>The vessel has loaded in Changshu 21,472.244 mt consequently the

>freight due for the Owners (freight prepaid Bs/L) was to be 100 pct as

>follows:

>

>Ips freight 2.622.500 : 37,000 dwcc x 21,472.244 = us\$ 1.521.917.90

>Owners are taken aback hearing from Cpt Kostenko that Calder's

>instructions are to remit the Owners us\$ 1.140.378 mt only.

>This cannot be accepted and it is again and fundamental breach of the

>c/p and agreed terms.

200



>Due to such circumstances Owners consider that this c/p is NULL & VOID  
>for the reasons such as:

>

>-non payment of the freight timely,  
>-rejectiing the responsibilit for the freight payment by relaying the  
>payment for the execution by the shippers, -making a sub-let of the  
>vessel and presenting the vessel as Calder being a Disponent Owners  
>(they had no such right under the existing c/p) -blocking the access  
>to the loadport agents -non paying port d/a with exception of Changshu  
>where d/a were paid by Messrs Calder -Ignoring Owners' argument and  
>various suggestions to overcome the deadlock and fell on a deaf ears

>

>The Charterers have been informared accordingly last Friday.

>

>For your info Messrs Calder have lost a parcel of 8000 mt of wire rods  
>from Jintang to Aqaba. Allegedly they hold a parcel of abt 1300 mt of  
>generals from Lyn to Skikda when asking to discharge first Changshu  
>cargo in Ravenna, keeping about 25 trucks to Skikda on hatch covers of  
>3 holds with Ravenna cargo. They have not come with any practical  
>solutions how to do it.

>

>In the meantime Owners were coming with various proposals to no avail.  
>Finally in order to mitigate the losses they have decided to take the  
>steering wheel into their hands and to get out of this disasterous  
>situation by securing uninterrupted movement of the vessel with other  
>cargoes.

>

>This appears to be pretty costly for the Owners due to the fact that  
>thy have paid or will have to pay all port d/a In China and at  
>discharge. In China they had to pay already abt us\$ 59,000 in Dalian  
>plus if the Lyn cargo will will be rearranged they will have to pay abt  
>\$30,000 plus about \$80,000 for Ravenna and Skikda.

>

>Owners are the reputable Company and will deliver the goods to final  
>destination. Owners lost trust in dealing with Messrs Calder, moreover  
>Calder's reputation was lately revealed by the newsmedia and  
>Tradewinds. Copy of this was given to you by our Cpt Kostenko.  
>We have contacted the Owners of mv "Trader" mentioned in Tradewinds  
>(Messrs Marinakis Chartering NY) and we were told that their case is  
>close to ours whlle Messrs Calder have not paid a balance freight, d/a  
>in Genoa as well as demurrage, all total close to us\$ 1.3 mio. In  
>addition we have also received some info that Messrs Calder had or have  
>more non-payment cases with Messrs DC Bulk Pte Ltd Singapore (a  
>reputable Managing Owners) and Messrs Japonica Enterprices Co. Owners  
>do not believe that Messrs Calder would perform the their obligations  
>as agreed.

>

>Going back to freight for Changshu:

>

>Under the English Law you are under the obligation to pay the freight  
>to the Owners under the c/p terms which are incorporated into the Bs/L.

> Owners, without prejudice, are ready to accept for Changshu cargo us\$  
 > 1.500.000 NET and against the Letter of Indemnity from yourselves that  
 > the c/p between Viking Marine SA, Calder Seacarriers and Sinriches is  
 > considered considered null and void.  
 >  
 > Re Lynyungang/Skikda: We understand that there is about 4000 cbm ready.  
 > Owners are willing to book this cargo under the separate  
 > agreement/charter party at lumpsum us\$ 450,000, sub to receiving more  
 > details of this cargo.  
 >  
 > We do hope that you understand the position of the Owners and this big  
 > mess they were brought into by the Charterers Messrs Calder  
 > Seacarriers.  
 >  
 > Due to urgency of the situation pls send us your confirmation by return  
 > say next 15 mintues.  
 >  
 > Please keep all these facts private and confidential.

> Best regards

>  
 > Priamos Maritime SA  
 > for and on behalf of the Oowners  
 > Chris Malecki. Chartering Mgr  
 > (by authority)

>  
 >  
 >  
 > [Message sent via SOFTWAY Communication Program]

>  
 >  
 > unq

>  
 >  
 > wait yrs.

>  
 >  
 > b.rgds/ sinoriches

>  
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 >  
 >  
 > sinoriches-wang  
 > 2007-07-19

>  
 >  
 >  
 > ·¢¼pÈÈ\_° calder@otenet.gr  
 > ·¢ÈÈ±¼ä\_° 2007-07-18 22:52:10  
 > ÊÖ¼pÈÈ\_° mail@sinoriches.com  
 > \_ÈÍ\_°  
 > Ö÷îä\_°

> FM: CALDER SEACARRIER CORP.

> Athens-Greece

> tel: +30210-9659910 fax: +30210-9659466

> E-Mail: calder@otenet.gr

> 18 Jul 2007-17:51. Ref:58200-U02

> To: Sinoriches

> CC: Seapride

> The bs/l will be released only after messrs Sinoriches remit the  
> freight due to us (usd 257.721,10).

> We will wait until tomorrow am to receive the frt from messrs Sinoriches.

> If messrs Sinoriches fail to remit the frt by tomorrow am, we will act

> as per

our

> last message.

> Brgrds

>> From: "Sinoriches Shipping Ltd" <mail@sinoriches.com >

>> To: "calder@otenet.gr" <calder@otenet.gr >

>> Subject: Re:

>> CC: "Seapride Maritime" <seapride@otenet.gr >

>> Date: Wed, 18 Jul 2007 22:40:38 +0800

>> dear sir,

>> cc: paul

>> pls note the head charterer of bs/l no. 14 had effected the frt

>> payment to you already n you already confirmed safe receipt. but the

>> original bs/l still not released yet.

>> owner was obligaged to release original bs/l to shipper after being paid.

>> await yours.

>> b.rgds/sinoriches

>>

>>

>>Sinoriches Shipping Ltd

>>2007-07-18

>>

>>

>>

>>·¢¼pÈÈ\_?calder@otenet.gr

>>·¢ÈÈ±¼ä\_?2007-07-18 22:20:45

>>ÊÕ¼pÈÈ\_?mail@sinoriches.com

>>\_\_ÈÌ\_?

>>Ö÷îâ\_?

>>

>>

>>FM: CALDER SEACARRIER CORP.

>> Athens-Greece

>> tel: +30210-9659910 fax: +30210-9659466

> E-Mail: calder@otenet.gr

>>

>>18 Jul 2007-01:58. Ref:58193-U02

>>

>>

>>To:Sinoriches

>>CC:Seapride

>>

>>Re:mv Vera/Sinoriches

>>

>>We wish to remind to messrs Sinoriches that the frt is long overdue

>>and

>tomorrow

>>is the final deadline of the frt payment.

>>

>>If messrs Sinoriches donot remit by latest tomorrow the frt due to us

>(usd 257.721,10), then the m/v 'Strange Attractor 1' will not be

>>berthed at Bejaia or at any other discharging port and the d/as will not be paid.

>>

>>Furthermore, the issue of the bs/l nbr SGLSHA7T06001 which is marked

>>clean on board and shows 'Sinoriches' as carriers and is predated 20th

>>April has been done without our written confirmation and such is an action of fraud.

>>

>>All matters (including the very serious matter of bs/l nbr

>>SGLSHA7T06001) will be solved only if messrs Sinoriches remit the frt

>>due to us by latest

tomorrow.

>>

>>Brgrds

>>

>>

>>

>>[Message sent via SOFTWAY Communication Program]

>

r  
18~~REDACTED~~

Quote

==

From: "sinoriches-wang" &lt;mail@sinoriches.com&gt;

To: "calder@otenet.gr" &lt;calder@otenet.gr&gt;

Subject: Re:

CC: &lt;No CC specified&gt;

Date: Thu, 19 Jul 2007 17:43:55 +0800

Dear Sirs,

Attached please find the message from headowner threatening us to lien the cargo in Singapore and held the original bill of lading demanding for the full freight more than the figure you have instructed us to pay to headowner's bank account, which make us puzzled on how to pay the ocean freight. Please discuss with the headowner on this issue and make clarification as soon as possible. We shall remind you that upon receipt of goods you as carrier and the headowner as actual carrier are liable to sign full sets of bills of lading to us. However, no bills of lading have been released by you/headowner, which has caused huge loss or damage to us, though the vessel have already sailed for 20 days, therefore, you are requested to release the full sets of clean bills of lading before C.O.B.

Friday, otherwise we will exercise our rights to lien the ocean freight or take legal steps including arrest of vessels to protect our interests.

b.rgds/ sinoriches

==

Unquote

Regards

~~205~~

36

Info

---

From: Info  
Sent: 19 July 2007 12:56  
To: 'mail@sinoriches.com'  
Cc: Calder Seacarrier Corp (calder@otenet.gr)  
Subject: MV "VERA"

For the attention of: Mr Charlie Wang

We are the London solicitors for Calder Seacarrier Corporation. We have noted the messages sent to you by Messrs Priamos, and in particular theirs of Tuesday, 17<sup>th</sup> July 2007.

May we say immediately that we very much regret that an attempt should be made to embroil you in a dispute under a head Charter, to which you are not a party. We appreciate how difficult it is for you, as an innocent third party, to assess the rights and wrongs of somebody else's dispute. May we, however, just say this:

Head Owners have provided a regretfully biased and inaccurate analysis of the disputes between the parties. They also certainly misrepresent the position as a matter of law. Regretfully, head Owners have taken a number of steps (of which you appear to be the main recipient) of seeking to interfere with Calder's existing (and entirely satisfactory) relationships with shippers, encouraging those shippers to break their contracts with Calder and, rather, to contract directly with head Owners on apparently better terms. You will appreciate that is not in any way conduct that Calder is able to tolerate and the matter has already been referred to Arbitration in London in accordance with the head C/P terms.

What we do say is that it would be entirely inappropriate for you to proceed as head Owners suggest. As Messrs Calder have already advised, it would actually be a retrograde step for you to pay the freight as Owners are suggesting as it might indeed render you liable to pay it again.

We are taking urgent steps to contact head Owners' solicitors to lodge the strongest protest as to their clients' conduct. In the meantime, we can only repeat that the advice their clients have give you regarding your obligation to pay freight to head Owners is not correct. We shall revert following our exchange with head Owners' solicitors and we can only repeat our apology at the inconvenience you are being caused.

Regards  
Fisher

Fishers  
72 Leonard Street  
London EC2A 4QX  
Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111  
Fax: +44 (0)20 7613 8112

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REDACTED

len

Quote

==

From: "fanxj" <pencgs@cswd.com.cn>  
To: "calder@otenet.gr" <calder@otenet.gr>  
Subject: MV VERA  
CC: <No CC specified>  
Date: Fri, 20 Jul 2007 17:44:47 +0800

GOOD DAY DEAR,

CONFIRM WELL RECEIVED BELOW NOTED.

B.RGDS!

JAMES FAN

===== 2007-07-20 17:32:16 ÄúÔÚ\_\_ĐÄÖĐĐ\_\_\_\_°=====

>

>FM: CALDER SEACARRIER CORP.

> Athens-Greece

> tel: +30210-9659910 fax: +30210-9659466

> E-Mail: calder@otenet.gr

>

>20 Jul 2007-12:28. Ref:58233-U02

>

2007 28

>To:Penavico

>CC:Global Law Office Beijing

>

>Re:mv Vera

>

>Please note that we DONOT authorize you yet to release any of the bs/l  
>for the cargo loaded at Changshu.

>

>We will revert with our written instructions after we conclude  
>agreement with Priamos.

>

>PLease confirm by return clear understanding.

>

>Brgrds

>Ops Dept.

>

>

>

>>From: "fanxj" <pencgs@cswd.com.cn>

>>To: "CALder" <calder@otenet.gr>

>>Subject: MV VERA -- BS/L RELEASE

>>CC: <No CC specified>

>>Date: Fri, 20 Jul 2007 17:21:23 +0800

>>

>>KA:CAPT.PANOS

>>FM:PENAVICO CHANGSHU

>>OUR REF:JF070720E

>>

>>GOOD DAY CAPT.PANOS,

>>

>>RECEIVED BELOW FROM PRIAMOSMARITIME, PLS CONFIRM BY RETURN WE CAN

>>RELEASE THE SAID BS/L OR NOT.

>>

>>B.RGDS!

>>JAMES FAN

>>\*\*\*\*\*iÃæÊÇ×\_·φÓÊ¼p\*\*\*\*\*

>>Ô\_ÓÊ¼p·φ¼pÈÈÃû×Ô: priamosmaritime

>>Ô\_ÓÊ¼p·φ¼pÈÈ\_ØÖ\_°priamosmaritime@priamosmaritime.com

>>

>>>

>>>=====

>>> P R I A M O S

>>>72-74, Marathonos Str., 16673 Panorama Voulas , Athens, Greece

>>>tel:+30-2108952566; fax:+30-2108994493, telex: 214242 blct gr

>>>E-mail: priamosmaritime@priamosmaritime.com; priamos@softway.gr

>>> Web: www.priamosmaritime.eu

>>>=====

>>> 20 Jul 2007-12:02. Ref:12869-MAL.

>>>

~~208~~



>>>urgent

>>>

>>>Att Mr James

>>>

>>>cc: Mr Charlie Wong/Sinoriches

>>>

>>>mv Vera/BsL Changshu

>>>

>>>You are hereby authorised by the Owners to release Original Bs/L to  
>>>the Shippers as follows:

>>>

>>>Bs/L Nos 1 to 13 unconditionally

>>>

>>>Bs/L No 14 - Owners release under protest as the freight has not  
>>>been paid to the Owners

>>>

>>>Bs/L Nos 15-29 unconditionally

>>>

>>>Bs/L No 30 - must be corrected as per our message to be sent nmow  
>>> as there is a small disrepance between M/R and its wording

>>>

>>>Bs/L No 31 unconditionally

>>>

>>>Pl confirm

>>>

>>>Regards

>>>

>>>Priamos Maritime Sa

>>>as Agents to the Owners

>>>

==

Unquote

Best regards

[Message sent via SOFTWAY Communication Program]



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